



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Administration  
OFFICE OF PURCHASES  
One Capitol Hill  
Providence, R.I. 02908-5855

MPA #183-3-2894  
PART 1

MPA NUMBER: 183-3-2894

Page 1

MASTER PRICE AGREEMENT

COMMODITY: SOFTWARE, GEOGRAPHIC INFORMATION SYSTEM

VENDOR:

TELEPHONE #: 714-793-2853

ENVIRONMENTAL SYSTEM RESEARCH INSTITUTE, INC.  
380 NEW YORK STREET  
REDLANDS, CA 92373-8108

AGREEMENT PERIOD: JULY 1, 1992 - JUNE 30, 1993

BUYER: JOHN YOUNG/fb

TELEPHONE NUMBER: 401-277-2324

THIS IS A NOTICE OF AWARD, NOT AN ORDER. NO ACTION IS TO BE TAKEN EXCEPT AS SPECIFICALLY AUTHORIZED, AS DESCRIBED BELOW UNDER AUTHORIZATION AND RELEASE. ANY QUANTITY REFERENCE IN THE AGREEMENT OR IN THE BID PRECEDING IT ARE ESTIMATES ONLY, AND DO NOT REPRESENT A COMMITMENT ON THE PART OF THE STATE TO ANY LEVEL OF BILLING ACTIVITY, OTHER THAN FOR QUANTITIES OR VOLUMES SPECIFICALLY RELEASED DURING THE TERM.

THIS AGREEMENT, AND ANY RELEASE(S) AGAINST IT SHALL BE SUBJECT TO THE PROVISIONS OF TITLE 37, CHAPTER 2 OF THE GENERAL LAWS OF THE STATE OF RHODE ISLAND.

SCOPE AND LIMITATIONS - This Master Price Agreement covers requirements as described in Attachment A, initiated by State agencies (or political subdivisions, as authorized by law and if indicated below) during the Agreement Period. No additional or alternative requirements are covered, unless added to the Agreement by formal amendment by the Office of Purchases.

[ ] Political subdivisions, as authorized by law, may participate in this Agreement. All ordering and billing shall be between the vendor and the political subdivision (only).

ENTIRE AGREEMENT - This Master Price Agreement with all attachments, and the terms and conditions outlined in Request # \_\_\_\_(\_/\_/\_\_), constitutes the entire agreement between the State of Rhode Island and the Vendor. No assignment of rights or responsibility will be permitted except with the express written permission of the State.

[ ] Additional terms and conditions outlined in Attachment B are incorporated and made part of this Agreement.

PRICING - All pricing shall be as described in Attachment A, and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices shall be quoted F.O.B. Destination with freight costs prepaid and allowed. Taxes, surcharges, or other additional charges will not be honored unless reflected in Attachment A.



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**AUTHORIZATION AND RELEASE** - Agencies shall request release as follows:

For single deliveries and/or billings by use of a Direct Purchase Order (OP-5).  
(No dollar limit if used against this Master Price Agreement.)

For multiple (blanket) deliveries and/or billings, by use of a Miscellaneous Encumbrance (A-45). Payments must be made on an Invoice Voucher (A-12).

All releases shall reference the Master Price Agreement Number, the item(s) covered, and the unit pricing in the same format as described in Attachment A. Further, unless a release for a single delivery and/or billing, the release shall specify the period covered.

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the State Controller, except for DPO transactions, which may be authorized directly by the requesting Agency.

Unless otherwise specified, all unused blanket commitments and/or unexpended funds allocated for any fiscal year shall be automatically canceled as of the end of the State fiscal year.

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**PRODUCT ACCEPTANCE** - All merchandise offered or otherwise provided shall be new, of prime manufacture, and of first quality unless otherwise specified by the State. The State reserves the right to reject all non-conforming goods, and to cause their return for credit or replacement, at the State's option.

- a. Failure by the State to discover latent defect(s) or concealed damage or non-conformance shall not foreclose the State's right to subsequently reject the goods in question.
- b. Formal or informal acceptance by the State of non-conforming goods shall not constitute a precedent for successive receipts or procurements.
- c. Where the vendor fails to promptly cure the defect or replace the goods, the State reserves the right to cancel the Release, contract with a different vendor, and to invoice the original vendor for any differential in price over the original contract price.

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**CANCELLATION AND TERMINATION** - This Master Price Agreement shall automatically terminate as of the date(s) described under **AGREEMENT PERIOD**, or on any other date mutually agreeable to both parties. The Vendor acknowledges that blanket commitments are subject to the continued availability of appropriated funds and a determination of continued need.

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**INVOICING** - Invoicing against this Master Price Agreement shall be as follows:

If authorized by a DPO, when all deliveries/services have been completed, or

If authorized by an M-E, on a monthly basis.

All invoices shall reference the Master Price Agreement Number, the item(s) covered, and the unit pricing in the same format as described in Attachment A. Invoices for items not received or for work not yet performed will not be honored.

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**REPORTS** - The Vendor agrees to provide the State with quarterly reports describing activity against the Master Price Agreement, as described below:

- ☐ Items listed in Attachment A which have had no release activity during the period,
- ☐ Billing volume, in total, by month,
- ☐ Shipment quantity during the period, by major classification (as identified by Attachment A),
- ☐ Shipment quantity during the period, by item (as identified by Attachment A),
- ☐ Other

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**DATE ISSUED:** June 8, 1992

**APPROVED FOR THE STATE OF RHODE ISLAND:**

  
Administrator, Purchasing Systems



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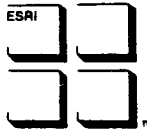
**AWARD SUMMARY**  
**(MULTIPLE AWARDS)**

**BILLING**  
**REFERENCE**

**VENDOR NAME & ADDRESS**

**TELEPHONE**  
**NUMBER**

PER ATTACHED MASTER PRICE AGREEMENT FOR  
SOFTWARE ONLY.  
CONTRACT NO. 92PO211



Environmental Systems Research Institute, Inc.  
380 New York Street  
Redlands, CA 92373  
(714) 793-2853

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**MASTER PURCHASE AGREEMENT—DOMESTIC**  
The State of Rhode Island (State) and  
Environmental Systems Research Institute, Inc. (ESRI)  
Contract No. 92P0211  
(Replaces No. S9034)

WHEREAS, Environmental Systems Research Institute, Inc. (ESRI), represents that it has title and/or right to license geographic information system software and to sell computer hardware as identified herein; and

WHEREAS, the State wishes to acquire such geographic information systems for use in State agencies, universities, and local government (state entities); and

WHEREAS, ESRI represents that it has the expertise to install said software and to train the State's personnel in its use and that it can deliver to the State the said software and hardware;

NOW, THEREFORE, in consideration of the mutual covenants and Agreements contained herein, the parties do agree as follows:

**ARTICLE 1—TERM OF AGREEMENT**

This Agreement will become effective on the date it is signed by ESRI, and will continue in effect for two years. At the end of the initial and any succeeding term, the parties may negotiate a new term based on their mutual agreement.

**ARTICLE 2—INDEPENDENT CONTRACTOR**

ESRI shall, as outlined in the Appendixes, provide the equipment, software, personnel, material, services, and/or facilities as an independent contractor. ESRI's employees shall not be deemed to be employees or agents of the State, nor shall State employees be deemed employees or agents of ESRI.

**ARTICLE 3—EXTENSION AND MODIFICATION**

This Agreement may be amended, modified, or supplemented only by written Amendment which has been signed by both of the parties.

**ARTICLE 4—TERMINATION; CANCELLATION**

**4.1**

This Agreement may be terminated by either party upon forty-five (45) days written notice. Should the notice specify termination for cause, the recipient of the notice shall have fifteen (15) days in which to correct any defect in performance. On termination of this Agreement, all accounts



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and payments will be processed according to financial arrangements set forth herein for performance rendered to the date of termination.

#### 4.2

Purchase Orders, other than for the initial purchase, may be terminated by the State, in whole or in part, upon forty-five (45) day's written notice to ESRI. The State agrees to pay cancellation charges that ESRI may incur under this article.

### ARTICLE 5—NONAPPROPRIATION OF FUNDS; LIMITATION

#### 5.1

Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, or otherwise made available. If funds are not appropriated or otherwise available, this Agreement may be terminated as in Article 4.

#### 5.2

The State does not guarantee to purchase any certain amount under this Agreement.

### ARTICLE 6—ORDERS

#### 6.1

Written Purchase Orders will be provided to ESRI by each user agency based on the fees specified in the Appendixes. Individual agencies are requested to confirm pricing, supported hardware platforms, and model availability with ESRI prior to placement of a Purchase Order. Each agency placing an order will make payment individually to ESRI under the terms of this Agreement.

#### 6.2

All Purchase Orders shall incorporate by reference the terms and conditions of this Master Purchase Agreement and the Software License Agreement. A signed copy of the Software License Agreement (Attachment D) shall be attached to each Purchase Order when mailed.

#### 6.3

The Purchase Order shall indicate the site that will act as the Primary Maintenance Site for the software ordered, unless primary maintenance is purchased at the time of ordering. For each secondary site within each Agency, there must be a primary site of the same manufacturer (Prime, DEC, Sun, etc.), CPU category (minicomputer, workstation, and PC), and for each applicable software module acquired. No greater than nine (9) secondary sites may be associated with each primary maintenance site.

The following information shall also be included in each Purchase Order:

1. Place of delivery
2. Purchase Order number
3. Date delivery is requested
4. ESRI Master Purchase contract number



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5. Primary site for maintenance if primary maintenance is **not** ordered
6. Quantity, description, and unit price

#### **6.4**

ESRI is a value-added hardware reseller. As such, ESRI is restricted from selling hardware to any user who does not purchase ESRI® software. The State acknowledges ESRI's representations in this regard.

### **ARTICLE 7—INCLUDED PARTIES**

ESRI will accept orders and furnish the materials specified in the Attachments to other governmental agencies such as colleges, universities, school districts, cities, counties, and so on, all within the State of Rhode Island, at the same price and under the same terms and conditions.

### **ARTICLE 8—PRICING**

ESRI is subject to hardware vendors' price fluctuations; therefore, all hardware prices will be quoted firm for sixty (60) to ninety (90) days upon written request. ESRI will provide the software specified in Attachment A at the prices specified. One initial license acquired at full list price is required in each category—minicomputer, workstation, and/or PC—before the software discounts specified in this Agreement can be implemented for that category.

ESRI will provide the hardware specified in Attachment B. ESRI will provide services as specified in Attachment C at current list price. New software (Attachment A), hardware (Attachment B), services (Attachment C), and prices may be added to the Attachments upon mutual agreement of the parties. Prices stated are exclusive of shipping, installation, and tax, unless otherwise specified.

### **ARTICLE 9—DELIVERY**

ESRI will make reasonable efforts to deliver as specified in the Attachments. For hardware orders, the ordering party shall confirm delivery dates with ESRI's Hardware Manager prior to placing orders.

### **ARTICLE 10—TERMS OF COMPENSATION**

#### **10.1**

Software and hardware will be invoiced fifty percent (50%) upon delivery and fifty percent (50%) upon installation and acceptance by the State or user agency.

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ESRI is the company name and a registered trademark of Environmental Systems Research Institute, Inc.

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## 10.2

Software installation and training services will be invoiced upon their completion. The discounted software license fees listed in Attachment A include secondary support for the first year. If primary support is desired or required, the difference between primary and secondary support fees shall be paid in advance with the initial order. ESRI shall invoice requests for primary support upon completion of software installation.

## 10.3

ESRI will invoice each ordering agency following the above identified events. The State agrees to pay each invoice in full within thirty (30) days of receipt of invoice.

## ARTICLE 11—NOTICE

Unless otherwise provided, all notices will be sent by regular United States mail, telex, telegram, or telecopy to the addresses as follows:

### State

State of Rhode Island  
~~Mr. Dennis M. Lynch~~  
State Purchasing Agent  
Rhode Island Department  
of Administration  
Division of Purchases  
1 Capital Hill  
Providence, RI 02908-5872  
Phone: (401) 277-2321  
Fax: (401) \_\_\_\_\_

### ESRI

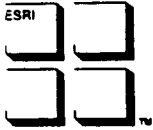
Environmental Systems Research  
Institute, Inc.  
380 New York Street  
Redlands, California 92373  
Phone: (714) 793-2853  
Telex: 9103321317  
Fax: (714) 793-5953

## ARTICLE 12—ATTACHMENTS

The following Attachments are incorporated into this Agreement and therefore made a part hereof:

- Attachment A—ESRI—Domestic Software License Fees
  - Part I—Rev. 5.0 ARC/INFO Software Products
  - Part II—Rev. 6.0 ARC/INFO Software Products
- Attachment B—Hardware Purchases
- Attachment C—ESRI Services
- Attachment D—ESRI Software License
- Attachment E—ARC/INFO Support Policy
- Attachment F—ESRI Client Information Profile





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### ARTICLE 13—APPLICABLE LAW

The laws of the United States and the State of Rhode Island and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution, and enforcement of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the first day above written.

STATE OF RHODE ISLAND  
"State"

ENVIRONMENTAL SYSTEMS  
RESEARCH INSTITUTE, INC.  
"ESRI"

By: 

Authorized Signature

Title: 

Administrator, 

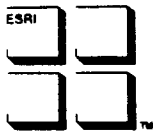
Date: 6/9/92

By: \_\_\_\_\_

Authorized Signature

Title: \_\_\_\_\_

Date: \_\_\_\_\_



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**ATTACHMENT A  
PART I  
ESRI SOFTWARE LICENSE FEES  
DOMESTIC  
REVISION 5.0 ARC/INFO SOFTWARE PRODUCTS**

These software license discounts are offered to the State and Associated Agencies. Other agencies of the State and its subdivisions, such as cities, counties, and universities located within the State of Rhode Island, may obtain software licenses at discounted prices subject to the terms and conditions of this Agreement.

**A.1 Prices**

These discounts shall remain in effect for two years from the date both parties have signed this Agreement and then shall be adjusted according to the mutual consent of the State and ESRI. In the interim, supplemental prices will be provided for additional central processing units (CPUs) and software packages as they are released. Each CPU that accesses ESRI® software must be individually licensed.

Primary support is included for the first year on multi-user licenses and for single-user licenses for **the first license purchased**. Ninety (90) days of primary support is included on PC ARC/INFO® licenses. After the first year/ninety (90) days, primary support is the only option for sites with only one ARC/INFO® license.

Primary support sites that have more than one ARC/INFO license on the same type of platform (using the same operating system) and have at least one current primary subscription can purchase up to nine (9) secondary support subscriptions at a reduced price in conjunction with each primary support subscription. Primary support must be assigned to the highest-level (capacity) CPU platform licensed. Full details of support requirements are included as Attachment E hereto.

The State may purchase additional ESRI software under the pricing schedule identified in Attachment A, Parts I and II. Quantity discount is to be determined based on total number of copies purchased, cumulated from beginning of contract under this Agreement.

Except as stated above for the first license purchased, discounted software license fees include secondary support for the first year. If primary support is desired or required, it should be ordered with each initial order, and the additional amount due will be the difference between primary and secondary support fees. Installation, training, additional copies of documentation, and other materials and services are available at list prices or at ESRI's then-current rates. There is no installation or training with these prices.

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ESRI is the company name and a registered trademark of Environmental Systems Research Institute, Inc.  
PC ARC/INFO is a registered trademark of Environmental Systems Research Institute, Inc.  
ARC/INFO is a registered trademark of Environmental Systems Research Institute, Inc.

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- a. **Multi-User Software Licenses**—The appropriate quantity discount will be determined based on actual orders received at ESRI for the software module ordered.

**Multi-User License**<sup>(1) (2)</sup>:

ARC/INFO:

<u>Class</u>	<u>Copy 1</u> <sup>(3)</sup>	<u>Copies 2-10</u>
3 <sup>(4)</sup>	\$ 25,000	\$ 16,250
4	34,000	22,100
5	46,000	29,900
6	61,000	39,650
7	74,000	48,100
8	84,000	54,600
9	124,000	80,600
10	175,000	113,750
11	195,000	126,750

Modules: TIN, NETWORK, COGO <sup>(5) (6)</sup>

<u>Class</u>	<u>Copy 1</u>	<u>Copies 2-10</u>
3 <sup>(7)</sup>	\$ 5,100	\$ 3,315
4	6,800	4,420
5	9,350	6,078
6	12,750	8,288
7	14,450	9,393
8 <sup>(8)</sup>	16,150	10,498
9 <sup>(9)</sup>	17,850	11,603
10	21,000	13,650
11	24,000	15,600

Shipping Fees: Included

User Guides: Two sets of User Guides are provided for each software license purchased

Delivery: Within sixty (60) days of receipt of order, signed license, and Client Information Profile

- (1) Includes one year of maintenance which begins upon installation by ESRI or three weeks from the date of shipment if self-installed.
- (2) Neither installation nor training fees are included.
- (3) Only one purchase necessary on any class machine in this category to qualify for next discount level. Primary maintenance included for first year—this category only.
- (4) This multi-user license is limited to a maximum of three terminal users at any one point in time. UNIX platform only.
- (5) Includes one year of maintenance which begins upon installation by ESRI or three weeks from the date of shipment if self-installed.
- (6) Neither installation nor training fees are included.
- (7) Only one purchase necessary on any class machine in this category to qualify for next discount level.
- (8) Module availability on VM/CMS systems is limited to NETWORK and RDBI-O-SQL/OS.
- (9) Module availability on MVS systems is limited to NETWORK.



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**b. Single-User License**

	<u>Copy 1</u>	<u>Copies 2-10</u>	<u>Copies 11-25</u>	
ARC/INFO Modules	\$18,000 2,550	\$9,900 1,403	\$8,100 1,148	Call ESRI for quantities above 25.

Shipping Fees: Included  
User Guides: One set of each is provided with each software license purchased  
Delivery: Within forty-five (45) days of order, signed license, and Client Information Profile

**c. PC ARC/INFO 3.4D<sup>(10)</sup>**

	<u>1-5</u>	<u>6-19</u>	<u>20 or more</u>	<u>Shipping/ Handling Per Unit</u>
All Six PC ARC/INFO 3.4D Modules	\$5,395	\$4,795	\$4,195	\$95
Five-Module Bundle (no NETWORK)	4,495	3,995	3,495	75
STARTER KIT & ARCPLOT Bundle	2,065	1,835	1,605	40
PC ARC/INFO STARTER KIT	1,345	1,195	1,045	20
PC DATA CONVERSION	900	800	700	10
PC OVERLAY	900	800	700	10
PC ARCPLOT	900	800	700	20
PC ARCEDIT	900	800	700	15
PC NETWORK	900	800	700	20
(dBASE module not included)				

**d. PC Training Videos and Workbooks**

	<u>List Price</u>	<u>Shipping/ Handling Per Unit</u>
PC ARC/INFO STARTER KIT	\$100	\$10
PC OVERLAY	100	10
PC ARCPLOT	100	10
PC ARCEDIT	100	10
PC NETWORK	100	10

<sup>(10)</sup> Includes ninety (90) days of primary maintenance starting fifteen (15) days from date shipped.



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***PC ARC/INFO 3.4D Notes:***

**Quantity Discounts**

The customer must purchase **the same product** in quantity to qualify for these discounts. For example, a customer who purchases five ARCPLOTs and three OVERLAYs on one Purchase Order would not obtain the quantity 6–19 discount. Similarly, a customer who purchases four Five-Module Bundles would not be able to claim the twenty-module discount. Discounts do not apply to maintenance, training materials, sales tax, or shipping.

e. See PC ARC/INFO 3.4D Order Form for order description requirements.

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## A.2 University Pricing

<u>PC ARC/INFO 3.4D</u>	<u>List</u>	<u>University Discount (40%)</u>
All Modules	\$5,995	\$3,595
Bundle 2 (all but NETWORK)	4,995	2,995
Bundle 1 (SK + AP)	2,295	1,380
PC ARC/INFO STARTER KIT	1,495	900
PC DATA CONVERSION	1,000	600
PC OVERLAY	1,000	600
PC ARCPLOT	1,000	600
PC ARCEDIT	1,000	600
PC NETWORK	1,000	600

<u>PC ARC/INFO LAB KIT (UNIV.)</u>	<u>New Users</u>	<u>Existing Users</u>
PC LAB KIT (10 key)	\$16,000	\$10,000
PC LAB KIT (5 key)	13,750	7,750
Primary Support License	1,600	1,600
Secondary Support License	600	600
Additional Hardware Keys	500	500
Additional Software Copies	500	500

- LAB KIT does not come with dBASE.
- To qualify for Existing User Discounts, a purchaser must have current maintenance on a host or workstation license or at least one PC ARC/INFO STARTER KIT and three additional modules.
- LAB KIT comes standard with one (1) year of primary support. Purchasers must acquire at least one primary support license regardless of other ARC/INFO installations.

### **Workstation LAB KIT (UNIV.):**

Applies to all UNIX-based platforms. There is no longer any reason for universities to purchase ARC/INFO outside of the LAB KIT program.

<u>License Type</u>	<u>Qty.</u>	<u>Cost</u>	<u>Maint. (Yr. 2)</u>
Single-User	1	\$12,000	\$3,500
	2-5	1,500 ea.	625 ea.
	6+	1,500 ea.	500 ea.
Multi-User	1	18,000	6,000
Multi-User	2+	7,500 ea.	2,500 ea.
Add'l Workstation Type	1	5,000	2,000
	2-5	1,500 ea.	625 ea.

- Prices include ARC/INFO, NETWORK, TIN, COGO, and RDBI.
- Only one physical location per LAB KIT. Purchasers must acquire additional LAB KITs to equip additional laboratories.



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- c. Maintenance for LAB KITs is separate from any other ARC/INFO maintenance.
- d. Existing users are exempt from the initial license fee and pay only the incremental license fee. To qualify as an existing user a purchaser must have current maintenance on either a host or workstation license acquired from ESRI for more than \$18,000.
- e. Additional Workstation Type refers to any new platform possessing an operating system or executables which require ESRI to issue new media.

#### **NOTES**

- 1. University discounts on standard single-user licenses cover software license and first year maintenance. Installation, training, and documentation are available at standard prices.
- 2. University prices for standard multi-user systems are bundled and cannot be itemized. Costs include software license, training for two in Redlands, installation, and one year of maintenance and support.
- 3. Quantity discounts on university licenses will be calculated on a case-by-case basis.

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## UNIVERSITY PRICING

December 28, 1990

Host Licenses								
	Class 4	Class 5	Class 6	Class 7	Class 8	Class 9	Class 10	Class 11
PRIME	250, 2250, 2350	400, 450, 2450-2950, 4050	550-850, 4150-5340, 9650-9755,	6150, 9950, 9955, 9955 II,	6350-6650			
DEC	VAXst II VAXst 3100- 3500	VAX 730, 750 VAX 3300- 4000 VAX 8000 MVAX	VAX 780-785 VAX 6X10 VAX 6X20 VAX 8200-85XX	VAX 6X30 VAX 6X40 VAX 8600-8700 VAX 8810-20	VAX 8830-42 VAX 6450, 60	VAX 9000		
DG	MV 2000 DS 7540	MV 4000 MV 2500 MV 5500 MV 7800	MV 6000 MV 7800 XP MV 8000 MV 9500 MV 15000/8 MV 18000/1.SX	MV 10000 MV 15000/10 MV 18000/2	MV 15000/20 MV 20000 MV 40000			
IBM						3033, 3081 3083, 3084 3090, 4381 9083, 9181 See Price Table	3090 505, 605	3090 50J, 60J
License	25,000	30,000	35,000	40,000	45,000	50,000	70,000	90,000
Maint (year 2)	5,500	6,800	8,500	10,000	11,200	16,000	23,000	25,000
Modules	3,000	3,000	3,000	4,000	4,000	5,000	8,000	10,000
Maint (year 2)	1,100	1,100	1,100	1,100	1,100	2,300	2,700	3,100

### NOTES

1. THIS TABLE APPLIES TO NON-UNIX PLATFORMS ONLY.
2. University prices for standard multi-user systems are bundled and cannot be itemized. Costs include software license, training for two in Redlands, installation, and one year of maintenance and support.
3. For pricing on PC systems, please refer to the PC ARC/INFO University LAB KIT pricing.
4. Pricing on UNIX-based workstations is covered under the WorkStation ARC/INFO University LAB KIT.





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### A.3 Discount Conditions

The discounted software license prices in this Agreement are based on the following conditions:

- a. No separate benchmarks or demonstrations of the software are required for orders.
- b. Orders do not require an extensive proposal, preparation of a competitive bid, preparation of a turnkey proposal including hardware, or extensive negotiations or demonstrations.
- c. No new software or applications procedures are being developed for these licenses.
- d. This discount is not applicable to commercial or private agencies.
- e. For each secondary site within each ordering entity, each must pay the required annual maintenance fee for at least one copy of each software product licensed (ARC/INFO, NETWORK, TIN, etc.) by each CPU category (minicomputer, workstation, and PC) and manufacturer (Prime, Sun, etc.) in order to obtain software maintenance and update service.
- f. The Primary Maintenance Site shall support no more than nine (9) secondary maintenance sites.
- g. Software maintenance shall be maintained for all software modules acquired.

### A.4 Object Code

These libraries are available on single-user and multi-user workstations and multi-user platforms only. Only one Object Code license is available per CPU at each site; not available for IBM/MVS or VM/CMS systems.

***Fees:***

<u>First Copy</u>	<u>2+ Copies</u>
\$25,000	\$12,500 each
License:	Additional license terms must be mutually agreed to in writing prior to shipment of software and documentation.
Shipping Fees:	Included.
User Guides:	One set included per license.
Delivery:	Within forty-five (45) days of receipt of order and signed agreement.

Note: No telephone support is available for Object Code libraries. Access to support is obtained via U.S. Mail or ARCMail; the Object Code support fee is \$1,100.00 per year for each license.



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**ATTACHMENT A  
PART II  
ESRI SOFTWARE LICENSE FEES  
DOMESTIC  
REV. 6.0 ARC/INFO SOFTWARE PRODUCTS**

All supported UNIX and VMS platforms may operate within the following floating and node-locked environment. The following platforms are currently not supported at ARC/INFO Rev. 6.0: IBM (MVS), Prime (PRIMOS), Data General (AOS/VS).

These ARC/INFO software license components are offered to the County and its identified and qualified agencies.

**Definitions:** As used herein, the following words, phrases, or terms in this Agreement shall have the following meanings:

- "Seat" means one person at one terminal, terminal emulator, or workstation console, using one login at one time.
- "Node" means workstations or CPU. Terminals and terminal emulators are not nodes.
- "Floating Seat" means seats that are not restricted to any particular central processing unit (CPU). The number of seats are administered by the License Manager and are available to all terminals, terminal emulators, or workstations on the network.
- "Node-Locked Seat" means seats, provided in packages of three seats, that lock the Software to one specific node. Terminals and terminal emulators are free to access the Software on the host platform but cannot execute it on another node.
- "License Manager" means the installed software program that administers the distribution of seats to requesting end users.

***Permitted Uses:***

You may use the Software and Related Materials on as many central processing units as you have licensed Floating and Node-Locked Seats, which is regulated by the License Manager, for your internal use.

The ARC/INFO license has been broken into five parts: 1) Floating Seats, 2) Node-Locked Seats, 3) Documentation, 4) Software Installation Kit, and 5) Software Support.

**A.1 Prices**

These quantity discounts shall remain in effect for two years from the date both parties have signed this agreement and then shall be adjusted according to the mutual consent of the State and ESRI.

Except where noted, the software license fees include secondary support for the first year. Installation, training, additional copies of documentation and other materials and services are available at list prices of ESRI's then current rates.



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#### a. Floating and Node-Locked Seat Pricing

Seat No.	Floating Seats		3-Pak No.	Node-Locked 3-P		
	ARC/INFO	Extensions		ARC	INFO	Ext. ons
1st	\$18,000	\$2,550 ea.	1st	\$25,000	\$5,1	ea.
2-10	9,900 ea.	1,400 ea.	Add'l	16,250 ea.	3,300	ea.
11-25	8,100 ea.	1,150 ea.				

Call ESRI for quantities above twenty-five.

Shipping Fees: Included  
User Guides: One set of User Guides is provided for each Floating Seat and Node-Locked 3-Pak purchased  
Delivery: Within sixty (60) days of receipt of order, signed license, and Client Information Profile

- The first seat of either type receives full documentation and a Software Installation Kit. All other Floating Seats and 3-Paks receive one set of documentation only. Additional Software Installation Kits are available separately.
- Node-Locked ARC/INFO 3-Paks may be used with Node-Locked or Floating Extension products.
- Node-Locked Extension 3-Paks must all be of the same type (e.g., 3 TIN). 3-Paks cannot be comprised of different extensions (i.e., 1 TIN, 2 NETWORK).

#### b. ArcView

	List Price	Shipping/Handling Per Unit
PC ArcView	\$495 ea.	\$15
Workstation ArcView	995 ea.	20

- ArcView prices are not discounted.
- Limited ninety (90) day Material and Workmanship Warranty on Software Media and Documentation.
- ArcView has no software support service or planned updates. Product updates, if any, will require payment of a fee.

#### c. ArcCAD

- Contact ESRI Marketing as to availability, prices, and ordering.

#### d. ARC/INFO Software Development Library (ArcSdl), formerly called ARC/INFO Object Code.

- Final development, licensing, and pricing are pending; contact ESRI Marketing as to availability, prices, and ordering.



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## A.2 Discount Conditions

The discounted software license prices in this Agreement are based on the following conditions:

- a. No separate benchmarks or demonstrations of the software are required for orders.
- b. Orders do not require an extensive proposal, preparation of a competitive bid, preparation of a turnkey proposal including hardware, or extensive negotiations or demonstrations.
- c. No new software or applications procedures are being developed for these licenses.
- d. This discount is not applicable to commercial or private agencies.
- e. For each secondary site within each ordering entity, each must pay the required annual maintenance fee for at least one copy of each software product licensed (ARC/INFO, NETWORK, TIN, etc.) by each cpu category (minicomputer, workstation, and PC) and manufacturer (Prime, Sun, etc.) in order to obtain software maintenance and update service.
- f. The Primary Maintenance Site shall support no more than nine (9) Floating Seats or three (3) Node-Locked 3-Pak secondary maintenance sites.
- g. Software maintenance shall be maintained for all software modules acquired.
- h. Users who have purchased a Node-Locked 3-Pak may purchase their first Floating Seat at the second-copy discount rate.
- i. When calculating Floating Seat quantity discounts, Node-Locked 3-Paks and Floating Seats each count as one license. This means that a site with ten Node-Locked 3-Paks would buy their first Floating Seat at the 11th-copy price.
- j. There is no quantity discount on the Node-Locked 3-Pak for users who have purchased a Floating Seat. These users must purchase their first Node-Locked 3-Pak at the first-copy rate.
- k. Quantity discounts are cumulative for the life of the Agreement.

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## REV. 6.0 SOFTWARE MAINTENANCE AND SUPPORT FEES

Floating Seats			Node-Locked Seats		
<u>Seat No.</u>	<u>ARC/INFO</u>	<u>Extensions</u>	<u>3-Pak No.</u>	<u>ARC/INFO</u>	<u>Extensions</u>
1	\$3,000	\$500	1	\$4,000	\$1,100
2-10	Add 1,200 ea.	Add 200 ea.	2-3	Add 1,600 ea.	Add 440 ea.
11	Add 3,000	Add 500	4	Add 4,000	Add 1,100
12-20	Add 1,200 ea.	Add 200 ea.	5-6	Add 1,600 ea.	Add 440 ea.
21	Add 3,000	Add 500	7	Add 4,000	Add 1,100
22-30	Add 1,200 ea.	Add 200 ea.	8-9	Add 1,600 ea.	Add 440 ea.
31	Add 3,000	Add 500	10th	Add 4,000	Add 1,100

- Sites pay an annual support fee based upon the total number of seats of each type they have licensed. If a site adds additional seats, they will pay a prorated support fee for the new seat(s) when the next support renewal comes up. This will keep all seats on the same renewal schedule and allow ESRI to invoice each customer only once per year.
- Floating and Node-Locked Seats are considered separate products and are counted separately when calculating Software Support fees. Node-Locked Seats are billed by the number of 3-Paks, not seats.
- Every tenth Floating Seat (e.g., 1, 11, 21, and so forth) and every third Node-Locked 3-Pak (e.g., 1, 4, 7, and so forth) is a Primary Seat and will receive software and documentation updates and telephone technical support contacts. Primary Floating Seats receive one complimentary admission to ESRI's User Conference. Primary Node-Locked Seats receive two. Documentation and Software Installation Kits purchased independently will require separate updates.
- Secondary Seats receive software updates and telephone technical support through the Primary Seat. Secondary Seats do not receive documentation. Secondary support subscribers receive special discounts on new documentation and documentation updates.
- Software Support fees are due and payable annually in advance. If prohibited from paying in advance, contact ESRI for fee amounts for payment quarterly in arrears. In arrears fees include additional administration and handling charges.

### Software Installation Kit

Each kit sells for \$400. A separate kit is required for each platform possessing a different operating system. There are no quantity discounts.

### Installation

On-site installation is available at \$2,000 for single workstation, \$3,000 for multiple workstations at the same site. Each physical site is considered to be a separate installation. Please consult with ESRI.